

TARANAKI INDUSTRIAL DISTRICT.

(8292.) NEW PLYMOUTH TRAMWAY EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 20th day of January, 1925, between the Mayor, Councillors, and Burgesses of the Borough of New Plymouth, a Corporation constituted under the Municipal Corporations Act, 1920; and joining in these presents as an employer (hereinafter referred to as "the Corporation") of the one part, and the New Plymouth Tramways employees industrial union of workers, an industrial union registered under the Industrial Conciliation and Arbitration Act, 1908, and having its registered office in the Borough of New Plymouth (hereinafter referred to as "the union"), of the other part:

Whereas the Corporation is the owner of the electric tramway service in and for the Borough of New Plymouth, and the Union is comprised of men employed on or about the said tramway service: And whereas for the purpose of the working of the said tramway service and any extension thereof the parties hereto have agreed upon the terms hereinafter appearing: Now, this agreement witnesseth that it is hereby mutually agreed and declared between and by the Corporation and the union as follows: That, as between the Corporation and the union and the members thereof, and each and every of them, the terms, conditions, and provisions set out in the schedule hereto annexed shall be binding upon the Corporation, the union, and upon every member thereof, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement; and, further, that the said Corporation, the union, and every member thereof shall respectively do, observe, and perform

every matter and thing by this agreement and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same.

In witness whereof the said parties hereto have hereunto caused their respective seals to be affixed the day and year first before written.

SCHEDULE.

Wages.

1. (a.) The following shall be the rate of wages for the under-mentioned classes of workers :—

	£	s.	d.	
Motormen—				
First year	0	1	10	per hour.
Thereafter	0	1	11	”
Conductors—				
First year	0	1	9	”
Thereafter	0	1	10	”
Car-cleaners—				
Day	0	1	9	”
Night	0	1	9½	”
Car-examiners—				
Day	0	1	10	”
Night	0	1	10½	”
Car-shed labourers—				
Day	0	1	9	”
Night	0	1	9½	”
Car-painters	0	2	1	”
Fitters	0	2	0	”
Blacksmith	0	2	0	”
Motor-driver	4	7	0	per week.
Trackmen	4	14	0	”
Permanent-way repairers	0	1	9½	per hour.

(b.) Motormen operating one-man cars shall be paid 2d. per hour extra.

Hours of Work.

2. (a.) For motormen and conductors: The ordinary hours of work for this class of worker shall be forty-eight hours per week. A day's work shall consist of eight hours.

(b.) For day employees: Eight and three-quarter hours on five days of the week, and four and a quarter on Saturdays.

(c.) For night employees: Eight hours, six nights per week.

(d.) Motor-driver: Forty-eight hours per week.

(e.) Trackmen: Seven days per week for such hours as may be required by the management. No pay for overtime.

Motormen and conductors shall be paid whilst waiting for sports, races, and other public amusements, or any suspension of traffic,

unless signed off at home depot, and they shall not be signed off for less than one and one-half hours. Motormen and conductors booked up on late specials to go out after 9 p.m. shall be paid a minimum of two hours for such work at time-and-a-half rates, and when any motorman or conductor shall be requested to work nine and a half hours or more, continuously he shall be relieved for sufficient time after having worked nine and a half hours to enable him to obtain a meal, or shall receive 1s. 6d. in lieu thereof.

(f.) Men on night duty in shed shall have every alternate Saturday night off. The present arrangement as to crib-time shall continue.

Overtime.

3. (a.) Unless otherwise specified, all time worked in excess of the hours specified shall be deemed to be overtime, and shall be paid for at the rate of time and a half.

(b.) Call-back and call-forward duties shall be paid for at time-and-a-half rates, and whenever possible no motorman or conductor shall be given more than two call-forward or call-back duties in any one week.

(c.) All call-forward or call-back duties shall be paid a minimum of one and a half hours.

(d.) All specials shall be paid for at double rates between the hours of midnight and 6 a.m., and time to continue from the ordinary time of signing off till the special is finished.

(e.) All work on Sundays shall be paid for at double rates, and no motorman or conductor shall be signed off for less than two hours.

(f.) Christmas Day shall be observed as a tramway holiday. When work is performed on Good Friday or Anzac Day it shall be paid for at double the ordinary rates.

Signing on and off Time.

4. (a.) A motorman shall sign on ten minutes previous to taking on his car, and shall be allowed seven minutes after finishing work.

(b.) Motormen on broken shifts shall be allowed five minutes each time for signing on or off intermediate shifts, and seven minutes after signing off for the day.

(c.) Conductors shall sign on ten minutes previous to taking on their cars, and shall be allowed ten minutes when paying in box. Conductors on broken shifts and call-back duty shall be allowed five minutes each time for signing on or off intermediate shifts.

The above subclauses shall not apply to signing on or off for meal reliefs.

(d.) One-man cars : Motormen shall sign on fifteen minutes previous to taking on their cars, and shall be allowed twelve minutes for signing off. Motormen on broken shifts and call-back duty shall be allowed eight minutes each time for signing on intermediate shifts, and twelve minutes for signing off.

Travelling.

5. All employees covered by this award shall be allowed to travel free to and from duty.

Holidays.

6. (a.) Employees covered by this award who are required to work on public and statutory holidays shall receive holidays in each year at full ordinary pay, as follows: after one year's service, twelve consecutive days; after five years, fifteen consecutive days.

(b.) All other employees with over one year's continuous service and working under this award shall receive twelve days' holiday on full pay during the year. These holidays may be given on public or statutory holidays, or on ordinary working days, or partly the one and partly the other, and shall not necessarily be on consecutive days.

(c.) Any man working under this award leaving or being dismissed from the service shall be entitled to holidays due in proportion to the period worked, provided that such employee has served at least six months.

(d.) A holiday roster shall be prepared and posted at the depot at least fourteen days before an employee is required to take his holidays.

Promotions.

7. Whenever there are suitable employees in the service, promotions of employees affected by this award shall be made from the employees at the time of the vacancy occurring. At all times seniority, suitability, capability, and record shall be taken into consideration. All motormen shall be promoted from conductors in the service, provided same are available. In appointing traffic and ticket inspectors preference shall be given to motormen in the service.

Broken Shifts.

8. (a.) All broken shifts of eight hours shall be completed in twelve hours, and no employee shall be signed off for not less than one hour and a half.

(b.) Proportions of broken shifts to be not more than two broken to ten straight shifts.

Reports.

9. (a.) Any employee reported by the public shall receive notification of any charge involving dismissal, suspension, or loss of standing within forty-eight hours after the receipt of the report by the Department, and the inquiry shall be commenced within forty-eight hours after the employee is notified. (Sundays and holidays shall be excluded in the computation of this time.)

(b.) All departmental reports shall be in the hands of a departmental officer within two days of the alleged offence, and the employee concerned shall be notified thereof within forty-eight hours, and the inquiry shall commence within four days after the receipt of the report. (Sundays and holidays shall be excluded in the computation of this time.) If the charge against an employee is not substantiated, all time occupied by an employee personally reporting to an officer of the Department when instructed so to do shall be paid for at ordinary rate of pay. All employees personally reporting at the office shall meet punctually at an appointed time, or as near to such time as

possible, and no entry shall be made on any employee's record in cases where he had not been censured. Employees may inspect their records on application previously made.

(c.) Any charge to be laid against an employee by an officer shall be made known to the employee at the time of the alleged offence occurring.

(d.) If any report be made by an officer against an employee, the employee shall be entitled to see such report before he is called upon to answer the charge.

(e.) In the event of any report being made by a member of the general public affecting an employee, the employee shall be furnished with particulars within twenty-four hours (Sundays and holidays excluded in the computation of this time), and before answering it he shall be entitled to see the original.

(f.) No charge shall be preferred against an employee on the complaint of any member of the general public unless such complaint be made in writing.

(g.) An employee shall be permitted to call evidence in defence when an inquiry is held by the employer, and the employer shall, when necessary, have the person making the complaint in attendance at such inquiry.

(h.) The union shall have the right to engage at their own expense a shorthand-writer to take shorthand notes of the proceedings at all inquiries held by the employer or its officers respecting the conduct of any employee, and shall have the right to have a union official present to hear the proceedings.

Seats of Motormen.

10. (a.) A seat shall be provided for motormen on each car, to be used subject to reasonable regulations as the manager may issue from time to time.

(b.) Lockers shall be provided on each car for motormen and conductors.

Uniforms.

11. (a.) All employees required to wear uniforms shall be supplied with them at the cost of the employer. The issue to be a tunic, trousers, and cap annually, and an overcoat every three years. All uniforms shall be and remain the property of the employer, and must be returned before receiving the new issue.

(b.) Trackmen shall be supplied with oilskins, coat, and leggings, and shed hands with overalls and clogs, by the employer free of cost as required.

Conductors Shortages and Overs.

12. A statement shall be posted up daily at the depot office of the amount (if any) by which each conductor is short in the amount of takings for the day accounted for by him, and such shortages shall be made good by him as hereinafter provided. At the end of each fortnight a balance shall be struck between any such shortages and any surpluses paid in by each conductor, and it shall be lawful for the employer to deduct any such deficiency from the wages of the conductor deficient as aforesaid. Any conductor who shall allow his

shortages to remain unpaid after such pay-day shall not be credited with his surpluses until such shortages are paid.

Terms of Employment.

13. The employment shall be deemed to be a weekly one. Not less than one week's notice of termination of employment shall be given by the employer or the employee, but this shall not prevent the employer from dismissing any employee without notice for good and substantial cause, subject in all cases to an appeal by the employee to the Tramway Appeal Board under the Tramways Act, 1908.

General.

14. (a.) There shall be a week-day and a Sunday roster, and all employees shall as far as possible be equally worked round the respective rosters.

(b.) No inspector, staff employee, or other official of the employer shall be a member of the Tramway Union. In the event of a member of the said union being appointed to the position of Inspector, or any office not provided for in this award, he must immediately resign his membership, and the union shall accept his resignation.

(c.) Eligibility for increase in motormen's rate of pay shall date from the time a conductor first drives in traffic.

(d.) All student conductors shall have a bag and ticket-box of their own.

(e.) For breaches of discipline or other offences the management may, in lieu of inflicting suspension from duty as a punishment, reduce a motorman or conductor to any lower grade, irrespective of length of service.

Preference.

15. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 9d. per week.

Writing Reports.

16. (a.) Any worker required to write a No. 1 report shall be allowed fifteen minutes for same, and shall be paid ordinary rates for the time so occupied.

(b.) Men concerned in a serious accident shall be relieved as soon as possible.

Dirty Work.

17. Men employed mixing asphalt or tarred metal shall be paid 1d. extra per hour while so employed. Conveniences shall be provided at all termini wherever possible.

Option.

18. If a motorman at any time after taking up his duties finds that he is unfitted for the work he shall have the option of going back to his former position on the conductors' list as soon as the requirements of the service permit.

Lockers.

19. Each worker shall be provided with a locker.

Offences.

20. All employees shall be notified in writing of any offence before same shall be placed against his record.

Dispute Committee.

21. The essence of this award is that the work of the employer shall always proceed in a customary manner and shall not on any account whatsoever be impeded. If any dispute or difference shall arise between the parties bound by this award, and be not settled by mutual agreement, the matters in dispute shall be referred to a Stipendiary Magistrate, whose decision shall be final.

Term of Agreement.

This agreement shall come into force on the 1st day of January, 1925, and shall remain in force until the 30th day of April, 1926.

The common seal of the Mayor, Councillors, and Burgesses of the Borough of New Plymouth was hereto affixed at the offices of and pursuant to a resolution of the New Plymouth Borough Council, in the presence of—

[SEAL.]

FRANK E. WILSON, Mayor.
FRANK AMOORE, Councillor.
F. T. BELLINGER, Town Clerk.

The common seal of the New Plymouth Tramways Employees Industrial Union of Workers was duly affixed hereto by the president of the union in pursuance of a resolution of the said union, in the presence of—

[SEAL.]

FRANK R. DAVY, President.
RALPH WATSON, Secretary.
HERBERT WARD, Vice-President.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.